

SEALLED

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

ANTHOLOGY INC.,

§

Plaintiff,

§

v.

§

TARRANT COUNTY COLLEGE DISTRICT,

§

Defendant.

§

4-24 CV-279-P

C.A. No. \_\_\_\_\_

**MOTION FOR LEAVE TO FILE COMPLAINT UNDER SEAL**

Pursuant to Local Rules 79.3(b) and (c), Plaintiff Anthology Inc. (“Anthology”) files this Motion for Leave to File its Complaint Under Seal, and states as follows:

1. This case arises out of Defendant Tarrant County College District’s (“TCC”) breach of a contract between TCC and Anthology. Anthology seeks a judgment against TCC for: (1) Declaratory Judgment and (2) Breach of Contract.
2. On June 1, 2022, Anthology and TCC executed a ten-year Master Agreement for Software as a Service, Software, and Professional Services (the “Master Agreement”). The Master Agreement is attached to Anthology’s underlying complaint as Exhibit A.
3. Pursuant to Section 16.3 of the Master Agreement, Anthology or TCC is required to file any action arising out of or related to the Master Agreement under seal:

16.3. **Formal Dispute Resolution; Venue.** Each Party hereby agrees that any controversy or claim, whether based in contract, tort, or other legal theory, arising out of or related to this Agreement, shall be maintained exclusively in the jurisdiction and venue of the United States federal courts sitting in the Northern District of Texas (“Court Action”). The Parties agree that they will file any Court Action under seal and will mutually file all necessary motions with the court for an entry of an order to maintain the Court Action and all related filings and testimony under seal. Further, except as prohibited by applicable law, the Parties agree that the details and related filings and testimony of any Court Action shall be kept confidential and may not be disclosed to any third parties except a Party’s employees, lawyers, accountants, parent companies, affiliates, or other advisors who have a need to know about the Court Action. To the extent that the dispute resolution process

See Master Agreement § 16.3.

4. As described in the Complaint, this dispute arises out of and relates to the Master Agreement, specifically, TCC's breach of the Master Agreement.

5. Therefore, in accordance with Section 16.3 of the Master Agreement, Anthology respectfully requests that the Court grant the motion to seal and allow the Complaint and accompanying exhibits to be filed under seal.

Respectfully submitted,

/s/ Gregory A. Brassfield

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ATTORNEYS FOR PLAINTIFF  
ANTHOLOGY INC.

**CERTIFICATE OF SERVICE**

I hereby certify that on March 27, 2024, a copy of the foregoing and accompanying proposed order were served via electronic mail and first-class mail, postage, prepaid on all parties of record.

/s/ Gregory Brassfield  
Gregory A. Brassfield